

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
MAMADOU SAIDOU BAH and GNALEN BAH,

Plaintiffs,

v.

GREYHOUND LINES, INC., and THE GOODYEAR
TIRE & RUBBER COMPANY,

Defendants.

-----X
GREYHOUND LINES, INC.,

Third-Party Plaintiff,

v.

MOTOR COACH INDUSTRIES, INC. and UGL
UNICCO, Formerly Known As UNICCO Service
Company,

Third-Party Defendants.
-----X

ANSWER TO
CROSS-CLAIMS

08 CIV 2440 (PKL)

[Related to
06 CIV 13371 (PKL)]

JURY TRIAL
DEMANDED

Defendant/Third-Party Plaintiff, GREYHOUND LINES, INC., by its attorneys,
FABIANI COHEN & HALL, LLP, as and for an Answer to the Cross-Claims of Defendant,
THE GOODYEAR TIRE & RUBBER COMPANY ("GOODYEAR"), sets forth, upon
information and belief, the following:

**AS AND FOR AN ANSWER TO THE
FIRST CROSS-CLAIM AGAINST
GREYHOUND LINES, INC.**

EIGHTY-FOURTH: Defendant/Third-Party Plaintiff, GREYHOUND LINES, INC.,
denies each and every allegation contained in Paragraph No. "84" of the Defendant
GOODYEAR's Answer to Amended Complaint dated May 12, 2008.

EIGHTY-FIFTH: Defendant/Third-Party Plaintiff, GREYHOUND LINES, INC., denies each and every allegation contained in Paragraph No. "85" of the Defendant GOODYEAR's Answer to Amended Complaint dated May 12, 2008.

**AS AND FOR AN ANSWER TO THE
SECOND CROSS-CLAIM AGAINST
GREYHOUND LINES, INC.**

EIGHTY-SIXTH: Defendant/Third-Party Plaintiff, GREYHOUND LINES, INC., repeats, reiterates, realleges and incorporates herein each and every assertion and denial contained in Paragraph Nos. "84" and "85" above and denies each and every allegation contained in Paragraph Nos. "1" through "83" of Defendant GOODYEAR's Answer to Amended Complaint dated May 12, 2008 to the extent that any such allegations are made against GREYHOUND LINES, INC.

EIGHTY-SEVENTH: Defendant/Third-Party Plaintiff, GREYHOUND LINES, INC., denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph No. "87" of Defendant GOODYEAR's Answer to Amended Complaint dated May 12, 2008, except admits that GREYHOUND LINES, INC., and GOODYEAR entered into an agreement dated October 3, 2000, a copy of which is annexed to GREYHOUND's Answer to Consolidated Complaint as Exhibit "A" and begs leave to refer to the terms of said agreement at the time of trial.

EIGHTY-EIGHTH: Defendant/Third-Party Plaintiff, GREYHOUND LINES, INC., denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph No. "88" of Defendant GOODYEAR's Answer to Amended Complaint dated May 12, 2008, except admits that GREYHOUND LINES, INC., and GOODYEAR entered into an agreement dated October 3, 2000, a copy of which is annexed to GREYHOUND's

Answer to Consolidated Complaint as Exhibit "A" and begs leave to refer to the terms of said agreement at the time of trial.

EIGHTY-NINTH: Defendant/Third-Party Plaintiff, GREYHOUND LINES, INC., denies each and every allegation contained in Paragraph No. "89" of the Defendant GOODYEAR's Answer to Amended Complaint dated May 12, 2008, except admits that counsel for GOODYEAR sent a letter dated January 30, 2008 to counsel for GREYHOUND LINES, INC. and that counsel for GREYHOUND LINES, INC., responded by letter dated February 5, 2008.

NINETIETH: Defendant/Third-Party Plaintiff, GREYHOUND LINES, INC., denies each and every allegation contained in Paragraph No. "90" of the Defendant GOODYEAR's Answer to Amended Complaint dated May 12, 2008.

NINETY-FIRST: Defendant/Third-Party Plaintiff, GREYHOUND LINES, INC., denies each and every allegation contained in Paragraph No. "91" of the Defendant GOODYEAR's Answer to Amended Complaint dated May 12, 2008.

WHEREFORE, defendant/third-party plaintiff, GREYHOUND LINES, INC., demands:

1. Judgment dismissing the Amended Complaint;
2. Judgment dismissing GOODYEAR's Cross-Claims against defendant/third-party plaintiff, GREYHOUND LINES, INC.

3. Together with the costs and disbursements of this action.

Dated: New York, New York
May 16, 2008

Yours, etc.,

FABIANI COHEN & HALL, LLP



Kevin B. Pollak (KBP 6098)
Attorneys for Defendant/
Third-Party Plaintiff
GREYHOUND LINES, INC.
570 Lexington Avenue, 4th Floor
New York, New York 10022
(212) 644-4420

To: HERRICK, FEINSTEIN, LLP
Attorneys for Defendant
**THE GOODYEAR TIRE &
RUBBER COMPANY**
2 Park Avenue
New York, New York 10016
(212) 592-1400

LAW OFFICE OF EDWARD P. RYAN
Attorneys for Plaintiffs
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38 Eagle Street
Albany, New York 12207
(518) 465-2488

NOVACK BURNBAUM CRYSTAL LLP
Attorneys for Third-Party Defendant
MOTOR COACH INDUSTRIES, INC.
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(212) 682-4002

QUIRK and BAKALOR, P.C.
Attorneys for Third-Party Defendant
UGL UNICCO
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New York, New York 10022
(212) 319-1000

Mamadou Saidou Bah, et al. v. Greyhound Lines, Inc., et al. v. Motor Coach Industries, Inc., et al.
Civil Action No.: 08 CIV 2440 (PKL)
Our File No. 818.34464

CERTIFICATE OF SERVICE


This is to certify that a copy of the foregoing **ANSWER TO CROSS-CLAIMS** was served via CM/ECF and First-Class Mail, postage prepaid, this 16th day of May, 2008, to:

HERRICK, FEINSTEIN, LLP
Attorneys for Third-Party Defendant
THE GOODYEAR TIRE & RUBBER
COMPANY
2 Park Avenue
New York, New York 10016

LAW OFFICE OF EDWARD P. RYAN
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QUIRK and BAKALOR, P.C.
Attorneys for Third-Party Defendant
UGL UNICCO
845 Third Avenue, 15th Floor
New York, New York 10022


Kevin B. Pollak (6098)

Sworn to before me this
16th day of May, 2008.


NOTARY PUBLIC

APRIL D SMITH LITTLE
Notary Public, State of New York
No. 01SM6085371
Qualified in Bronx County
Commission Expires 6 / 01 / 20 11

-----X
MAMADOU SAIDOU BAH and GNALEN BAH,

Plaintiffs,

08 CIV. 2440 (PKL)

v.

[Related to
06 CIV 13371 (PKL)]

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Third-Party Defendants.

ANSWER TO CROSS-CLAIMS

FABIANI COHEN & HALL, LLP
Attorneys for Defendant/Third-Party Plaintiff
GREYHOUND LINES, INC.
570 Lexington Avenue, 4th Floor
New York, New York 10022
(212) 644-4420

To: Attorney(s) for:
Sir(s):

PLEASE TAKE NOTICE that a _____ of which the within is a (true) (certified)
copy

[] NOTICE OF ENTRY *was duly entered in the within named court on* _____ 2008

[] NOTICE OF SETTLEMENT *will be presented for settlement to the Hon.*
one of the judges of the within named court at the Courthouse at on _____, 2008 at _____ o'clock

Dated:

Yours, etc.,
FABIANI COHEN & HALL, LLP
Attorneys for Defendant/Third-Party Plaintiff
570 Lexington Avenue, 4th Floor
New York, New York 10022
(212) 644-4420

To:

Attorney(s) for: